

Fill in this information to identify your case:

Debtor 1

Tracey Sue Aylor

First NameMiddle NameLast Name

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court for the:WESTERN DISTRICT OF VIRGINIA

First NameMiddle NameLast Name

Case number:

23-60409

(If known)

Official Form 113
Chapter 13 Plan

12/17

Part 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance. Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

Part 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee as follows:

\$1,334.00 per Month for 36 months
Insert additional lines if needed.

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Regular payments to the trustee will be made from future income in the following manner.

Check all that apply:
☒ Debtor(s) will make payments pursuant to a payroll deduction order.
☐ Debtor(s) will make payments directly to the trustee.
☐ Other (specify method of payment):

2.3 Income tax refunds.
Check one.
☒ Debtor(s) will retain any income tax refunds received during the plan term.

Debtor

Tracey Sue Aylor

Case number

- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee all income tax refunds received during the plan term.
- ☐ Debtor(s) will treat income refunds as follows:

2.4 Additional payments.
Check one.
☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.
2.5 The total amount of estimated payments to the trustee provided for in §§ 2.1 and 2.4 is **\$48,024.00**.

Part 3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any.

Check one.
☐ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
☒ The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. The final column includes only payments disbursed by the trustee rather than by the debtor(s).

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Interest rate on arrearage (if applicable)	Monthly payment on arrearage	Estimated total payments by trustee
CarMax Auto Finance	2017 Ford F150 109,000 miles Location: 5245 Ponton Dr., Barboursville VA 22923					
NADA Guides						
Clean Condition						
Prepetition:		\$698.00	\$0.00	0.00%	\$0.00	\$0.00
Disbursed by:						
		<input type="checkbox"/> Trustee				
		<input checked="" type="checkbox"/> Debtor(s)				

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one.

- ☒ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
- Secured claims excluded from 11 U.S.C. § 506.

Check one.
☒ None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien avoidance.

- Check one.
- ☒ None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral.

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Tracey Sue Aylor

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Name of Creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Treatment of arrearage (Refer to other plan section if applicable)	Estimated total payments to trustee
TMobile/TMobiile USA Inc. by	Cell phone		\$101.00	\$0.00	\$0.00

Disbursed by:

☐ Trustee

☒ Debtor(s)

Insert additional contracts or leases as needed.

Part 7:

Vesting of Property of the Estate

7.1 Property of the estate will vest in the debtor(s) upon

Check the applicable box:

☒ plan confirmation.

☐ entry of discharge.

☐ other:

Part 8:

Nonstandard Plan Provisions

A. Attorney's Fees. Attorney's Fees noted in Paragraph 4.3 shall be approved on the confirmation date unless previously objected to. Said allowed fees shall be paid by the Trustee prior to the commencement of payments required to be made by the Trustee under Paragraphs 3.1, 3.4, 4.4, 5.1, 5.2, 5.3, and 6.1 herein, except that attorney's fees shall be paid prorata with any distribution to domestic support order claimants under paragraph 4.5. Debtor(s)' attorney will be paid \$4,750.00 balance due of the total fee of \$4,750.00 concurrently with or prior to the payments to remaining creditors. The \$4,750.00 in Debtor(s)' attorney's fees to be paid by the Chapter 13 Trustee are broken down as follows:

(i) \$4,750.00: Fees to be approved, or already approved, by the Court at initial plan confirmation;

(ii) \$_____ : Additional pre-confirmation or post-confirmation fees already approved by the Court by separate order or in a previously confirmed modified plan [ECF # : \$_____ ; ECF # : \$_____] ;

(iii) \$_____ : Additional post-confirmation fees being sought in this modified plan, which fees will be approved when this plan is confirmed.

B. Deficiency Claims for Surrendered Property. Any unsecured proof of claim for a deficiency which results from the surrender and liquidation of the collateral noted in paragraph 3.5 of this plan must be filed by the earlier of the following dates or such claim will be forever barred: (1) within 180 days of the date of the first confirmation order confirming a plan which provides for the surrender of said collateral, or (2) within the time period set for the filing of an unsecured deficiency claim as established by any order granting relief from the automatic stay with respect to said collateral. Said unsecured proof of claim for a deficiency must include appropriate documentation establishing that the collateral surrendered has been liquidated, and the proceeds applied, in accordance with applicable state law.

C. Treatment of Claims. All creditors must timely file a proof of claim to receive payment from the Trustee. If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the plan, the creditor may be treated as unsecured for purposes of distribution under the plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge. If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the plan. The Trustee may adjust the monthly disbursement as needed to pay an allowed secured claim in full.

D. Student Loans provided for under Paragraph 5. Attn: Fed Loan Servicing, ECMC, Navient, Department of Education and any other parties holding Government guaranteed student loans, servicers, and guarantors (Collectively referred to hereafter as "Ed"): The Debtor is not seeking nor does this Plan provide for any discharge, in whole or in part of her student loan obligations. The Debtor shall be allowed to seek enrollment, or to maintain any pre-petition enrollment, in any applicable income-driven repayment ("IDR") plan with the U.S. Department of Education William D. Ford Federal Direct Loan Program, including but not limited to the Public Service Loan Forgiveness program, without disqualification due to his/her bankruptcy, if otherwise eligible under Federal law. Any direct payments made from the Debtor to Ed since the filing of her petition shall be applied to any IDR plan in which the Debtor was enrolled prepetition, including but not limited to the Public Service Loan Forgiveness program, or pursuant to applicable federal regulations. Ed shall not be required to allow enrollment in any IDR unless the Debtor otherwise qualifies for such plan. During the pendency of any application by the Debtor to consolidate her student loans, to enroll in an IDR, direct payment of her student loans under an IDR, or during the pendency of any default in payment of the student loans under an IDR, it shall not be a violation of the stay or other State or Federal Laws for Ed to send the Debtor normal monthly statements regarding payments due and other communications including, without limitation,

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Exhibit: Total Amount of Estimated Trustee Payments

The following are the estimated payments that the plan requires the trustee to disburse. If there is any difference between the amounts set out below and the actual plan terms, the plan terms control.

a.	Maintenance and cure payments on secured claims (Part 3, Section 3.1 total)	\$0.00
b.	Modified secured claims (Part 3, Section 3.2 total)	\$0.00
c.	Secured claims excluded from 11 U.S.C. § 506 (Part 3, Section 3.3 total)	\$0.00
d.	Judicial liens or security interests partially avoided (Part 3, Section 3.4 total)	\$0.00
e.	Fees and priority claims (Part 4 total)	\$9,553.40
f.	Nonpriority unsecured claims (Part 5, Section 5.1, highest stated amount)	\$38,470.60
g.	Maintenance and cure payments on unsecured claims (Part 5, Section 5.2 total)	\$0.00
h.	Separately classified unsecured claims (Part 5, Section 5.3 total)	\$0.00
i.	Trustee payments on executory contracts and unexpired leases (Part 6, Section 6.1 total)	\$0.00
j.	Nonstandard payments (Part 8, total)	\$0.00
Total of lines a through j		\$48,024.00

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA

IN RE:
TRACEY SUE AYLOR

CASE NO: 23-60409

**DECLARATION OF MAILING
CERTIFICATE OF SERVICE**

Chapter: 13

On 4/10/2023, I did cause a copy of the following documents, described below,
Plan

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 4/10/2023

/s/ Marshall M. Slayton
Marshall M. Slayton 37362

Slayton Law, PLC
913 East Jefferson St.
Charlottesville, VA 22902
434 979 7900
carlos@marshallslayton.com

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA

IN RE:
TRACEY SUE AYLOR

CASE NO: 23-60409

**CERTIFICATE OF SERVICE
DECLARATION OF MAILING**

Chapter: 13

On 4/10/2023, a copy of the following documents, described below,
Plan

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 4/10/2023



Jay S. Jump
BK Attorney Services, LLC
d/b/a certificateofservice.com, for
Marshall M. Slayton
Slayton Law, PLC
913 East Jefferson St.
Charlottesville, VA 22902

USPS FIRST CLASS MAILING RECIPIENTS:

Parties whose names are struck through were not served via First-Class USPS Mail Service.

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CASE INFO

LABEL MATRIX FOR LOCAL NOTICING
NCRS ADDRESS DOWNLOAD
CASE 23-60409
WESTERN DISTRICT OF VIRGINIA
MON APR 10 8-43-42 PST 2023

~~EXCLUDE~~

~~US BANKRUPTCY COURT
LYNCHBURG DIVISION
1101 COURT ST ROOM 166
LYNCHBURG VA 24504-4597~~

ASPIRE CREDIT CARD
ATTN BANKRUPTCY
PO BOX 105555
ATLANTA GA 30348-5555

UNDELIVERABLE

(P)AUSTIN CAPITAL BANK
ATTN DENAE REEVES
8100 SHOAL CREEK BLVD
SUITE 100
AUSTIN TX 78757-8041

AUSTIN HESS
LIVES IN THE ENGLAND

CAPITAL ONE
ATTN BANKRUPTCY
PO BOX 30285
SALT LAKE CITY UT 84130-0285

(P)CARMAX AUTO FINANCE
225 CHASTAIN MEADOWS CT
KENNESAW GA 30144-5942

CREDIT ONE BANK
ATTN BANKRUPTCY DEPARTMENT
PO BOX 98873
LAS VEGAS NV 89193-8873

DAVID BROOKS
6299 CAMP GROUND LANE
CASTLETON VA 22716-1712

ELASTICCOM
CO REPUBLIC BANK TRUST CO
4030 SMITH ROAD
CINCINNATI OH 45209-1957

FINGERHUT
ATTN BANKRUPTCY
6250 RIDGEWOOD ROAD
SAINT CLOUD MN 56303-0820

FINGERHUT FETTIWEBBANK
ATTN BANKRUPTCY
6250 RIDGEWOOD ROAD
SAINT CLOUD MN 56303-0820

(P)FIRST NATIONAL BANK
ATTN BANKRUPTCY
1500 S HIGHLINE AVE
SIOUX FALLS SD 57110-1003

FIRST PREMIER BANK
ATTN BANKRUPTCY
PO BOX 5524
SIOUX FALLS SD 57117-5524

(P)FIRST SAVINGS BANK
ATTN BANKRUPTCY
1500 S HIGHLINE AVE
SIOUX FALLS SD 57110-1003

GENESIS FS CARD
PO BOX 4499
BEAVERTON OR 97076-4499

GENESIS FS CARD SERVICES
ATTN BANKRUPTCY
PO BOX 4477
BEAVERTON OR 97076-4401

HONDA DEVELOPMENT AND MANUFACTURING
24000 HONDA PARKWAY
MARYSVILLE OH 43040-9251

LTD FINANCIAL SERVICES
3200 WILCREST DR SUITE 600
HOUSTON TX 77042-6000

MERRICK BANKCCHOLDINGS
ATTN BANKRUPTCY
PO BOX 9201
OLD BETHPAGE NY 11804-9001

(P)MISSION LANE LLC
PO BOX 105286
ATLANTA GA 30348-5286

MONEYLION INC
ATTN BANKRUPTCY DEPT
PO BOX 1547
SANDY UT 84091-1547

OAKWOOD MANAGEMENT COMPANY
6950A AMERICANA PARKWAY
REYNOLDSBURG OH 43068-4126

ONEMAIN FINANCIAL
ATTN BANKRUPTCY
PO BOX 3251
EVANSVILLE IN 47731-3251

SCOTT KRONER PLC
418 E WATER STREET
CHARLOTTESVILLE VA 22902-5242

SUSAN SHAW
724 3RD ST
CULPEPER VA 22701-2020

TMOBILETMOBILE USA INC BY
AMERICAN INFOSOURCE AS AGREENT
4515 N SANTA FE AVE
OKLAHOMA CITY OK 73118-7901

USPS FIRST CLASS MAILING RECIPIENTS:

Parties whose names are struck through were not served via First Class USPS Mail Service.

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USTRUSTEE
OFFICE OF THE UNITED STATES TRUSTEE
210 FIRST STREET SUITE 505
ROANOKE VA 24011-1620

UVA COMMUNITY CU
ATTN BANKRUPTCY
3300 BERKMAR DR
CHARLOTTESVILLE VA 22901-1491

~~EXCLUDE~~

~~MARSHALL MOORE SLAYTON ESQ~~
~~SLAYTON LAW PLC~~
~~913 EAST JEFFERSON STREET~~
~~CHARLOTTESVILLE VA 22902-5355~~

DEBTOR

TRACEY SUE AYLOR
5245 PONTON DR
BARBOURSVILLE VA 22923-8358

(U.S. Trustee)
USTrustee
Office of the United States Trustee
210 First Street, Suite 505
Roanoke, VA 24011

USTPRegion04.RN.ECF@usdoj.gov

(Debtor)
Tracey Sue Aylor
5245 Ponton Dr.
Barboursville, VA 22923
represented by:
Marshall Moore Slayton, Esq
Slayton Law, PLC
913 East Jefferson Street
Charlottesville, VA 22902

marshall@marshallslayton.com